



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"Enriching Lives"

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ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

December 4, 2003

IN REPLY PLEASE

REFER TO FILE: **PM-3**

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**PALMDALE SHERIFF'S STATION
REJECT ALL CONSTRUCTION BIDS
ADOPT AND READVERTISE
SPECS. 5415R1; C.P. 77401
SUPERVISORIAL DISTRICT 5
3 VOTES**

**JOINT RECOMMENDATION WITH THE CHIEF ADMINISTRATIVE OFFICER AND
THE SHERIFF THAT YOUR BOARD:**

1. Reject all construction bids received on June 10, 2003, for the proposed Palmdale Sheriff's Station.
2. Adopt revised plans and specifications for construction of the Palmdale Sheriff's Station and instruct the Executive Officer to readvertise for bids, starting on January 5, 2004, to be received and opened on February 16, 2004, in accordance with the "Instruction Sheet for Publishing Legal Advertisements" (Enclosure B).

3. Authorize the Director of Public Works to execute a consultant services agreement with the apparent lowest responsible bidder to prepare a baseline construction schedule for a not to exceed fee of \$10,000 funded by existing project funds.
4. Approve in concept the terms of an agreement between the County and the City of Palmdale, as set forth in substantially final form in the enclosed draft Land Agreement, to transfer ownership of an 11.5-acre parcel from the City of Palmdale to the County for use as the site of the Palmdale Sheriff's Station, and authorize the Chief Administrative Office to negotiate the final terms of the agreement prior to returning to your Board for final approval.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended actions will allow the bid process to resume and the project to proceed.

The project entails the construction of a new station on an 11.5-acre parcel of land, which will be provided by the City of Palmdale. The new station will consist of a 47,000-square-foot main building, including a 7,800-square-foot holding facility, a 5,900-square-foot vehicle maintenance building, helistop, and sufficient staff and visitor parking.

On May 13, 2003, your Board adopted plans and specifications for the project and instructed the Executive Officer to advertise for bids. On June 10, 2003, seven bids were received. The lowest bid received exceeded the project construction budget by \$3,900,000. To determine the causes for the higher than anticipated bids, we obtained an independent cost estimate and market analysis and interviewed the bidders. Additionally, we requested the architect to reassess its cost estimate and identify additional value engineering opportunities to reduce costs.

The independent cost estimate and market analysis indicated that the previous construction cost estimate of \$12,700,000 was inordinately low and that a construction cost of \$17,500,000 was consistent with recent bids on similar projects. Our discussions with bidding firms revealed that further clarification of the bid documents identifying additional manufacturers, vendors, and products, and including an extended bid period would allow us to obtain more consistent, competitive, and responsive bids.

The architect's value engineering effort identified, and the Sheriff accepted, more cost effective building systems and materials, which resulted in a \$1,600,000 reduction. The

3,700-square-foot community room which includes the station's Emergency Operations Center was also deleted for an additional cost savings of \$550,000. Provisions have been identified to use either an on-site Mobile EOC or the Lancaster Station's EOC to service the Antelope Valley area. These modifications and/or changes will not affect the operational and functional needs of the Sheriff's station.

Based on our analysis and the \$2,200,000 in identified cost savings, the total project cost has been increased to \$22,735,400. The increase of \$2,600,000 in the project budget reflects the most recent estimate of construction costs based on current market conditions and additional architect fees to revise project plans and incorporate the value engineering changes.

In preparation for this readvertisement, prebid marketing materials were published to encourage additional bidder participation, bid documents were revised and clarified to reflect a more extensive selection of acceptable mechanical and electrical equipment items, and the bidding period was extended to 6 weeks to allow sufficient time for potential bidders to prepare competitive and responsive bids. We expect these amendments to our bidding process will result in more competitive bids, and we will return to your Board to award a construction contract in March 2004.

The proposed agreement with the apparent lowest responsible bidder to prepare a baseline construction schedule that conforms to the County's schedule specification is critical to successfully manage construction activities by both the contractor and the County, and a responsible contractor must be able to produce such a construction schedule. Bid specifications provide that if the apparent lowest bidder fails to complete an acceptable schedule, the Director may return to your Board to recommend that the bidder be determined nonresponsible and recommend awarding the construction contract to the next lowest bidder, contingent on that bidder completing a baseline schedule which conforms to the County's specifications.

Land Transfer

In order to proceed with construction of the Sheriff's station, ownership of the proposed 11.5-acre site must be transferred from the City of Palmdale to the County. Under the proposed Land Agreement, the County will own the land and improvements and will be responsible for its operation and maintenance of the Sheriff's Station after construction is completed. If in the future, the City terminates its contract with the County for law enforcement services, the City shall have the option to purchase the entire site and improvements at the then current market value, excluding the value of the land donated by the Land Agreement. The Land Agreement is enclosed in substantially final form (Enclosure C). It is recommended that your Board authorize the CAO to finalize the

Land Agreement with the City and present a final agreement for your Board's approval at the time of awarding a construction contract.

Implementation of Strategic Plan Goals

These actions meet the County's Strategic Plan Goals of Service Excellence and Fiscal Responsibility since this construction project provides improved facilities to relieve current overcrowded conditions and increases the County's investment in public infrastructure.

FISCAL IMPACT/FINANCING

Public Works' current cost estimate for the construction contract is \$15,226,073 without contingency. Bid alternates, such as, helistop, increase to a 5-bay vehicle maintenance building, perimeter masonry wall, and the community room area have been included and depending on the bids received, the County may elect to exercise one or more of the alternates.

The anticipated revised total project cost is \$22,735,400. In order to fund the \$2,600,000 cost increase, \$1,100,000 will be provided by Fifth District Capital Project Funds and \$1,500,000 will be provided from the issuance of tax exempt bonds, which will be repaid from the Sheriff's Department operating budget.

Debt service on the proposed bond issue is not expected to exceed the \$480,000 currently appropriated in the Sheriff's budget for annual payments under its existing space lease in Palmdale. The current lease on the existing Palmdale station is scheduled to expire in November 2008 and may be terminated at any time. It is anticipated that the existing lease will be terminated after construction of the new station is complete.

Final funding recommendations will be presented for your Board's approval by the CAO and the Treasurer Tax Collector at the time of awarding a construction contract.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

A standard contract, in the form previously approved by County Counsel, will be used. The standard Board-directed clauses that provide for contract termination, renegotiation, and hiring qualified displaced County employees will be included in the contract.

The project specifications contain provisions requiring the contractor to report solicitations of improper consideration by County employees and allowing the County to terminate the contract if it is found that the contractor offered or gave improper consideration to County employees.

As requested by your Board on August 12, 1997, and as a threshold requirement for consideration for contract award, bidders will be required to attest their willingness to consider Greater Avenues for Independence Program/General Relief Opportunity for Work participants for future employment.

As required by your Board, language has been incorporated into the project specifications stating that the contractor shall notify its employees, and shall require each subcontractor to notify its employees, about Board Policy 5.135, the Safely Surrendered Baby Law, and that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws.

Bidders will also be required to show full compliance with Los Angeles County Code Chapter 2.200 (Child Support Compliance Program) and Chapter 2.203 (Contractor Employee Jury Service Program).

To ensure that the contract is awarded to a responsible contractor with a satisfactory history of performance, bidders are required to report violation of the False Claims Act, their civil litigation history, and information regarding prior criminal convictions. The information reported will be considered before making this recommendation to award.

ENVIRONMENTAL DOCUMENTATION

On May 13, 2003, your Board approved a Mitigated Negative Declaration and adopted a Mitigation Monitoring and Reporting Program for the project. The environmental impacts of the revised project are equal to or less than the impacts that were analyzed in the approved environmental documentation.

CONTRACTING PROCESS

Advertising for bids will be in accordance with the County's standard "Instruction Sheet for Publishing Legal Advertisements" (Enclosure B).

As requested by your Board on February 3, 1998, this contract opportunity will be listed on the "Doing Business with the County" website.

The Honorable Board of Supervisors
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Public Works has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to this construction contract as this contract is for non-Proposition A services.

Participation by Community Business Enterprises in the project is encouraged through Public Works' Capital Projects CBE Outreach Program and by monitoring the good faith efforts of bidders to use CBEs.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current County services or projects during construction. Sheriff services to the community will continue to be provided from the interim Palmdale Sheriff's Station until construction of the station is complete.

CONCLUSION

Please return one adopted copy of this letter to the CAO (Capital Projects Division), Sheriff, and Public Works.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

DAVID E. JANSSEN
Chief Administrative Officer

LEROY D. BACA
Sheriff

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Enc. 3

cc: County Counsel
Department of Public Social Services (GAIN/GROW Program)
Office of Affirmative Action Compliance

December 4, 2003

ENCLOSURE A

**PALMDALE SHERIFF'S STATION
REJECT ALL CONSTRUCTION BIDS
ADOPT AND READVERTISE
SPECS. 5415R1; C.P. 77401**

| Project Activity | Scheduled Completion Date | Revised Completion Date Actual |
|---------------------------------|--------------------------------------|---|
| Design | | |
| Programming | 08/31/99 | 01/17/01* |
| Schematic Design | 12/28/99 | 10/16/01* |
| Design Development | 04/25/00 | 03/04/02* |
| Construction Document Submittal | 11/25/00 | 08/21/02* |
| Jurisdictional Approval | 10/22/00 | 05/13/03* |
| Revise Construction Documents | NA | 11/26/03* |
| Jurisdictional Approval | NA | 12/16/03 |
| Construction Bid and Award | 08/21/03 | 05/06/04 |
| Construction | | |
| Start | 08/25/03 | 05/07/04 |
| Substantial Completion | 10/27/04 | 07/11/05 |
| Acceptance | 03/28/05 | 12/12/05 |

*Indicates completed activities.

II PROJECT BUDGET SUMMARY

| Budget Category | Original Project Budget | Impact of this Action | Proposed Project Budget |
|---|------------------------------------|----------------------------------|------------------------------------|
| Land Acquisition | -0- | -0- | -0- |
| Construction | | | |
| (a) Construction | \$ 12,665,073 | \$ 2,561,000 | \$ 15,226,073 |
| (b) Equipment | -0- | -0- | -0- |
| Subtotal | \$ 12,665,073 | \$ 2,561,000 | \$ 15,226,073 |
| Change Orders | \$ 1,266,507 | -0- | \$ 1,266,507 |
| Subtotal | \$ 13,931,580 | \$ 2,561,000 | \$ 16,492,580 |
| Equipment/Telecommunication Control | \$ 1,446,920 | -0- | \$ 1,446,920 |
| Plans and Specifications | \$ 1,315,500 | \$ 39,000 | \$ 1,354,500 |
| Consultant Services | \$ 425,000 | -0- | \$ 425,000 |
| Miscellaneous Expenditures | \$ 860,000 | -0- | \$ 860,000 |
| Jurisdictional Review and Plan Check | \$ 75,000 | -0- | \$ 75,000 |
| County Services | \$ 2,081,400 | -0- | \$ 2,081,400 |
| TOTAL | \$ 20,135,400 | \$ 2,600,000 | \$ 22,735,400 |

December 4, 2003

ENCLOSURE B

**PALMDALE SHERIFF'S STATION
REJECT ALL CONSTRUCTION BIDS
ADOPT AND READVERTISE
SPECS. 5415R1; C.P. 77401**

PUBLISHING LEGAL ADVERTISEMENTS: In accordance with the State of California Public Contract Code, Section 20125, you may publish once a week for two weeks in a weekly newspaper, or ten times in a daily newspaper. Forward three reprints of this advertisement to Architectural Engineering Division, Department of Public Works, 900 South Fremont Avenue, 8th Floor, Alhambra, California 91803-1331.

**OFFICIAL NOTICE
INVITING BIDS**

Notice is hereby given that the Director of Public Works will receive sealed bids for furnishing, materials, labor, and equipment required to complete construction for the following work:

| <u>SD</u> | <u>SPECS</u> | <u>PROJECT</u> | <u>BID DOC FEE</u> | <u>DATE OF BID OPENING</u> |
|-----------|--------------|--|--------------------|----------------------------|
| 5 | 5415R1 | Palmdale Sheriff's Station 750 Avenue Q Palmdale, CA | \$75 | February 16, 2004 |

Copies of the project manual and drawings may be obtained at the Cashier's Office, Department of Public Works, 1st Floor, 900 South Fremont Avenue, Alhambra, California 91803, for the fee stated above starting on January 5, 2004. For bid information, please call (626) 458-2563. Each bid shall be submitted on the required form, sealed, and filed at the Cashier's Office before 2:00 p.m. on the date indicated. Bids will be publicly opened, examined, and declared by Public Works at 2:15 p.m. on this date in Conference Room D, 1st Floor, 900 South Fremont Avenue, Alhambra, California 91803.

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Bids must conform to the drawings and project manual and all bidding requirements. This project requires the prime contractor to possess a "B" license classification at the time of bid. The contractor should verify to his/her satisfaction that he/she holds the correct license for this type of project.

SPECIAL BIDDING REQUIREMENTS

Bidders are advised that this project includes the following special bidding requirements:

1. Due to the importance of the detention hardware and equipment, one firm shall act as the Detention Equipment Subcontractor (DESC) and be responsible for providing all work specified in Sections 11900, 11901, 11902, 11903, 11905, 11906, and 11908. Qualifications for the DESC must be submitted. See Section 11900 for additional details.
2. Due to the importance of the security systems, the work specified in Division 17 shall be performed by an experienced firm as a direct subcontract to the General Contractor. See Section 17000 for additional details.
3. Included in the construction documents are items and systems that are to be provided as design/build, including, but not limited to, the following:

Communications Tower.
Car Wash Canopy and Fuel Island Canopy.
Fire Sprinkler System.
Fire Alarm System.
Light Gage Metal Framing.

PRE-BID CONFERENCE

Public Works' Project Management Team will hold a pre-bid conference at 10:00 a.m. on January 20, 2004, at the Department of Public Works, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room C on the 1st Floor, to provide information on the project, bidding process, and answer any questions the potential bidders may have. For further information, please contact Mr. Brian Soria with the Public Works' Project Management Team at (626) 458-2588.

OTHER INSTRUCTIONS

The County supports and encourages equal opportunity contracting. The contractor shall make good faith efforts, as defined in Section 2000 of the Public Contract Code, to contract with Community Business Enterprises.

The Board of Supervisors reserves the right to reject any or all bids or to waive technical errors and discrepancies in bids submitted in the public's interest.

Si necesita información en español, por favor llame al Telefono (626) 458-2563.



Upon 72 hours notice, the Department can provide program information and publications in alternate formats or make other accommodations for people with disabilities. In addition, program documents are available at our main office in Alhambra (900 S. Fremont Ave.), which is accessible to individuals with disabilities. To request accommodations ONLY, or for more ADA information, please contact our departmental ADA Coordinator at (626) 458-4081 or TDD (626) 282-7829, Monday through Thursday, from 7:00 a.m. to 5:30 p.m.



Con 72 horas de noticia, el Departamento puede proveerle información y publicaciones sobre el programa y formatos alternativos o hacer adaptaciones para incapacitados. Además, documentación sobre el programa está disponible en nuestra oficina principal en Alhambra (900 S. Ave. Fremont), la cual es accesible para individuos con incapacidades. Para solicitar adaptaciones SOLAMENTE, o para mas información del ADA, pongase en contacto con nuestro Coordinador del ADA del departamento al (626) 458-4081 o TDD (626) 282-7829, de Lunes a Jueves de las 7:00 a.m. a 5:30 p.m.

By order of the Board of Supervisors of the County of Los Angeles, State of California, dated December 16, 2003.

Specs. 5415

VIOLET VARONA-LUKENS, EXECUTIVE OFFICER
OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES

Enclosure C
December 4, 2003
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December 4, 2003

ENCLOSURE C

FOR DISCUSSION ONLY

**SUBJECT TO NEGOTIATION & REVIEW BY CITY ATTORNEY
AND COUNTY COUNSEL**

**AGREEMENT BETWEEN THE CITY OF PALMDALE, CITY OF PALMDALE
COMMUNITY REDEVELOPMENT AGENCY, AND
LOS ANGELES COUNTY SHERIFF'S DEPARTMENT FOR PLANNING AND
DEVELOPMENT OF THE PALMDALE SHERIFF'S STATION**

AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF PALMDALE, hereinafter referred to as "CITY," the CITY OF PALMDALE COMMUNITY REDEVELOPMENT AGENCY, hereinafter referred to as the "Agency," and the COUNTY OF LOS ANGELES hereinafter referred to as the "County" to set forth their respective rights and obligations to build the Palmdale Sheriff's Station. For convenience and clarity, the City and Agency are referred to collectively as the "City," furthermore, the parties to this Agreement may be referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the City desires to establish a permanent and adequate Sheriff's station facility in the City of Palmdale; and,

WHEREAS, the City has invested approximately \$15,000,000 in improvements around the proposed Palmdale Sheriff's Station site located on the southeast corner of

Sierra Highway and Avenue Q in the City of Palmdale, including the purchase of 11.5+/- acres for the site; construction of curb, gutter, sidewalk, landscaping and street improvements to Sierra Highway; demolition of buildings in a blighted area west of Sierra Highway; construction of a linear greenbelt in place of the blighted area; building and parking improvements to the Hammack Activity Center; construction of two roller hockey rinks; and construction of the Palmdale Youth Library with associated parking (see Exhibit B); and,

WHEREAS, the County currently operates within very tight leased quarters within the City limits which provide police protection and emergency services to the City and surrounding areas; and,

WHEREAS, the County is planning, in cooperation and participation with the City, to build a new Sheriff's station building and a separate automotive maintenance building to serve the City of Palmdale and the surrounding community; and,

WHEREAS, the City desires to assist and support the County in constructing a permanent Palmdale Sheriff's Station to address police protection and emergency service requirements within the City.

NOW, THEREFORE, IN CONSIDERATION of the premises, covenants, representations and agreements set forth herein, the parties mutually agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1. "Palmdale Sheriff's Station Construction Project" or, alternatively, "Project," shall be defined to include land acquisition, certain off-site infrastructure improvements, on-site utilities improvements, sheriff station design and construction, and the acquisition and installation of certain fixed equipment for the Palmdale Sheriff's Station.
- 1.2. "Off-site infrastructure" shall mean off-site street improvements, such as street, curb, gutter, sidewalk, street lights, and off-site utility improvements for water and sewer lines, to the property line and fire hydrant. Any off-site improvements, which may be necessary to provide cable, electrical, gas, telecommunications, or fiber optic facilities to the Project, are excluded.
- 1.3. "On-site utility improvements" shall include improvements to provide water and sewer from the property line to the building. On-site utility improvements shall also include improvements to provide service for cable, electrical, gas, and telecommunications from the building to the service designation connection point whether such point is off-site or on-site.

ARTICLE 2. PROJECT SCOPE

- 2.1 The City and the County propose the following location for the Project, subject to environmental assessment(s):

11.5-acre site (11.5-acre net) on the southeast corner of Avenue Q and Sierra Highway as set forth in Exhibit "A" hereinto attached and incorporated herein by this reference.
- 2.2 The County will be responsible for the costs to design and construct the Project as defined herein below. While the County shall allow the City to

review and comment throughout the design and construction processes, the County shall have final approval of all County expenditures.

- 2.3 The City and/or the Agency own the real property in Exhibit A (hereinafter sometimes referred to as "City Parcels"). The City and/or the Agency will take all actions necessary to transfer ownership of the real property described in Exhibit A, at no cost to the County, for the Palmdale Sheriff's Station.
- 2.4 The City will provide, at its cost, the Off-site Infrastructure for the Project.
- 2.5 The City will waive all City permit and development fees associated with the design and construction of the Sheriff station. The County shall be responsible for all "non-City" permit and development fees.
- 2.6 It is the intent of both the City and the County to commence construction of the permanent Palmdale Sheriff's Station on or before May 30, 2004. Both parties will work in good faith to complete the Palmdale Sheriff's Station within two years of that date.
- 2.7 The County will own all on-site facilities built pursuant to this Agreement. Maintenance and repair shall be the responsibility of the County.
- 2.8. On-site utility improvements related to service for electrical, cable, electronic communications, and telecommunications are not required to be undergrounded at the time of construction. They may be undergrounded at a future date subject to mutual written agreement of the City and County.

ARTICLE 3. SPECIFIC REQUIREMENTS

3.1 Land Acquisition

1. The City will convey title of the City Parcels to the County within 30 days of notification by the County that the results of the Phase I and, if necessary, Phase II environmental assessment, of the sites are acceptable, and upon fulfilling CEQA requirements, whichever occurs later. Title shall be conveyed assuming the following conditions will be satisfied:

- a) that the County will commence construction of the Palmdale Sheriff's Station within six (6) months of the execution of this Agreement construction; and
 - b) that construction of the Palmdale Sheriff's Station be completed and the County transfer operations from the current station located on 1020 East Palmdale Boulevard to the Palmdale Sheriff's Station within three years of execution of this Agreement. If the County fails to comply with either condition, the City shall have the right to terminate this Agreement, unless by mutual written amendment to this Agreement, the City and the County agree to extend the deadline for transfer of Sheriff operations to the Palmdale Sheriff's Station.
- 2. Construction on the City parcels will not begin until the title to each City parcel has been transferred to the County in accordance with the policies and procedures required by the County of Los Angeles. The County will own the Palmdale Sheriff's Station and will be responsible for its operation and maintenance after construction is completed. If in the future the City terminates its contract with the County for law enforcement services, the City shall have the option to purchase the entire site and Palmdale Sheriff's Station at the then-market value, excluding the then current value of the land donated by this Agreement.
- 3. The County has completed a Phase I Environmental Assessment, which recommended no additional study. If the County deems that a Phase II Environmental Assessment is necessary, it will be at County expense.
- 4. If the County finds, in its reasonable discretion, either through Phase I or Phase II environmental testing or through the CEQA environmental assessment process, that any or all of the City parcels are not acceptable, the City will, at its cost, either
 - a) remedy the problem(s) to the satisfaction of the County, such work being completed within 120 days from notification of the City by the County of the results of the environmental testing and/or assessment; or

- b) provide alternative sites that are acceptable to the County within 120 days from notification of the City by the County of the results of the environmental testing and/or assessment.

3.2. Design and Construction

The City and the County desire that the Palmdale Sheriff's Station comply with the City's development and engineering standards and that it preserve consistency of appearance with nearby City facilities to the fullest extent possible. To that end, the County and the City have met repeatedly to plan the design of the Project site and structures and negotiate their respective responsibilities under this Agreement. The design and bid documents approved by the County Board of Supervisors at its meeting of May 13, 2003, have been agreed to by both parties, and are incorporated hereinto by this reference. The City and the County agree that if as a result of the bids received it becomes necessary to modify the design and rebid the project, that the City shall have the opportunity to comment on the redesign and that both parties shall coordinate their efforts on the redesign and subsequent construction. The County's and City's responsibilities for design and construction shall be as follows:

1. The selection, contracting, and payment of the Architect/Engineer for the Project will be the responsibility of the County. Notwithstanding anything to the contrary in this Agreement, the facility exterior for the Palmdale Sheriff's Station, including but not limited to elevation design, color, architectural detailing, as well as traffic, drainage and safety issues shall be subject to review and acceptance by the City and approval by the County. The City desires to have consistency of appearance among the Project and other nearby City facilities; the County will make a good faith effort to achieve the City's desire in this regard.
2. The County will have final approval of the orientation of each Project's buildings and access roadways to the extent that such final approval does not violate any provisions of the Palmdale Municipal Code, Zoning Ordinance, and/or General Plan.
3. The County shall have final approval of the final construction designs produced by the Architect/Engineer. The County shall endeavor to not violate any provisions of the Palmdale Municipal Code, Zoning Ordinance, General Plan, and engineering standards, except upon mutual agreement. The County Building Code and other technical codes shall apply to the Project, and the County Building Official shall be responsible for

inspecting and approving construction. The City will designate a liaison to advise the County and the architect/engineer of the City's preferences concerning the exterior design for the Project.

4. The County is responsible for issuing a request for bids for the Project and for selecting, contracting, and paying the Construction Contractor ("Contractor") for the construction of the Project.
5. The County will have the responsibility of contracting for the architect/engineer's construction administration services during the construction of the Project, as well as project management and any professional services needed relevant to on-site Sheriff's station construction.
6. The final design and construction of all County related telecommunications facilities for the Project will be the responsibility of the County. If in the future the County proceeds with a technological upgrade in its telecommunications capabilities at the site, such that the tower is no longer required, the County shall, subject to agreement with the City, remove the tower.

3.3. Off-site infrastructure. The City will cause to be constructed, at its expense, off-site infrastructure for the Project as follows, and the City will ensure that the off-site infrastructure improvements comply with CEQA and the terms and conditions of approval of each Project, except that provision of temporary utilities shall be the responsibility of the County as set forth in Paragraph 3.3.4, below. Once the off-site infrastructure for the Project is approved, the County shall be responsible for any costs necessitated by County changes.

1. **Street Improvements:** The City will design and construct full street improvements, including sidewalks and curbs, fronting the properties and necessary widening and transitions adjoining the properties. The parties will guarantee appropriate access for construction and the City and/or its contractors will coordinate its efforts with the work of the County's contractor(s).
2. **Off-Site Utility Improvements:** The City will design and construct sewer and water service to the properties. Water services include fire hydrants with a flow rate of 1,750 gallons per minute at 20 psi. Improvements include laterals that terminate at the property line. Water service with sufficient flow rate and pressure must be in

place before construction of each station begins and must be in accordance with Regulation 8 of the Palmdale Fire Code. The County will be responsible for any applicable impact or connection fees charged by non-City agencies. The County will also be responsible for bringing electrical, gas, cable, telecommunications, and electronic communications services or any other services to the property line.

3. Design Responsibility: The City will have the design responsibility for off-site work related to grading, drainage, street improvements, streetlights, sewer and water mains, and laterals, at City expense. The City will coordinate its off-site plans with the County's on-site design plans to ensure compatibility with the construction design plans for each Project.
4. Temporary Utilities: The County will be responsible for providing the temporary utilities the County requires to fulfill its responsibilities during the construction phase for the off-site infrastructure as well as on-site utility improvements during the construction phase of the Project.
5. Construction Responsibility: The City will provide construction of off-site infrastructure improvements.

ARTICLE 4. CORRESPONDENCE

- 4.1. Correspondence to the County, shall be sent to Jan Takata, Assistant Division Chief, Chief Administrative Office, 754 Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California 90012.
- 4.2. Correspondence to the City, shall be sent to City Manager Robert W. Toone at 38300 Sierra Highway, Palmdale, California 93550.
- 4.3. Either party may direct correspondence to a different addressee and address than listed herein by the City Manager notifying the Chief Administrative Office, or vice versa, of the change in writing.

ARTICLE 5. INDEMNIFICATIONS

- 5.1 Environmental Indemnification. City shall defend, indemnify, and hold the County and their elected and appointed officers, agents, and employees free and harmless from and against any and all liabilities, damages, claims,

costs and expenses (including without limitation, attorneys' fees, legal expenses and consultants' fees) arising in whole or in part from the existence of Hazardous Substances, Hazardous Substance Conditions, or pollutants, as such terms may be defined herein or in the comprehensive.

5.2 Environmental Response Compensation and Liability Act or Resource Conservation and Recovery Act in effect at the Close of Escrow, in, on, or under the City parcels. This provision shall survive the Close of Escrow and is intended to comply with the provisions of 42 U.S.C. Section 96079(e).

1. Hazardous Substance. "Hazardous Substance" shall mean any substance whose nature and/or quantity or existence, use, manufacture, disposal, or effect, render it subject to federal, state, or local regulation, investigation, remediation, or removal as potentially injurious to public health or welfare.

2. Hazardous Substance. "Hazardous Condition" shall mean the existence on, under, or relevantly adjacent to, the City Parcels of a Hazardous Substance that requires remediation and/or removal and/or be or to be otherwise mitigated pursuant to applicable law.

5.3 Chain of Title Indemnity. The City and the Agency agree to indemnify, defend and hold County harmless from and against any and all claims, demands, liabilities, and/or damages in connection with the remediation and/or disposal of hazardous materials which are located on the City Parcels prior to the Closing Date(s). This indemnify is limited to that liability for which the County may be responsible arising solely out of its mere ownership of the City Parcels, i.e., "chain of title" liability. This indemnity is personal to the County and may not be assigned or otherwise transferred to any other person or entity. The City and the Agency are not, by the provisions of this paragraph, released from any liability which would otherwise be imposed by law.

5.4 The County shall indemnify, defend, and hold the City harmless from and against any and all claims, demands, liabilities, and/or damages in connection with the landing or taking-off of County helicopters onto the site of the Palmdale Sheriff's Station.

5.4 In contemplation of the provisions of Section 895.2 of the California Code imposing certain tort liability jointly upon public entities solely by reason of

such entities being parties to an Agreement as defined in Section 895 of said code, the parties hereto, as between themselves pursuant to the authorization contained in Sections 895.2 and 895.6 of said code, will each assume the full liability imposed upon it or any of its officers, agents or employees by law for personal injury, property damage or loss to third parties caused by a negligent or wrongful act or omission occurring in the performance of this Agreement. To achieve the above stated purpose, each party indemnifies and holds harmless the other party for any damage, loss, cost, or expense arising out of its own negligent or wrongful acts or omissions.

ARTICLE 6. FULL AGREEMENT

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

ARTICLE 7. EFFECTIVE DATE

This Agreement shall take effect on the date it is executed by the last Party.

IN WITNESS WHEREOF, the City of Palmdale and the Palmdale Redevelopment Agency have caused this Agreement to be executed by their duly authorized officers; and the Board of Supervisors of the County of Los Angeles, as the governing body of the Los Angeles County Sheriff Department, has caused this Agreement to be executed by its Chairman and attested by its Clerk, on the day, month, and year noted herein below.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors
the County of Los Angeles

By: _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By: _____
Deputy

CITY OF PALMDALE

By _____
James C. Ledford, Jr.,
Mayor

Enclosure C
December 4, 2003
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PALMDALE REDEVELOPMENT AGENCY

By _____
James C. Ledford, Jr.,
Chair

By: _____
Victoria L. Hancock, CMC
City Clerk

By: _____
Wm. Matthew Ditzhazy
City Attorney